

Cedar Pointe Community Development District

12051 Corporate Boulevard, Orlando, FL 32817 - 407-723-5900- FAX 407-723-5901

www.cedarpointecdd.com

The meeting of the Board of Supervisors of **Cedar Pointe Community Development District** will be held on **Friday, April 23, 2021 at 11:00 a.m. 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258**. The following is the proposed agenda for this meeting.

PLEASE NOTE: Anyone seeking to physically attend the Cedar Pointe CDD Board of Supervisors meeting **MUST** wear a mask and socially distance. In light of social distancing requirements, there will be limited space for members of the public to physically attend the meeting. Once the meeting space has reached capacity with social distancing parameters in place, attendance will be available **ONLY** through virtual means. To attend the meeting virtually, please call:

Call in number: 1-844-621-3956 (New)

Passcode: 790 562 990 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

General Business Matters

1. Consideration of Minutes of the January 8, 2021 Board of Supervisors' Meeting
2. Consideration of Resolution 2021-01, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Date, July 23, 2021]
3. Ratification of E-Verification Application for the District
4. Review and Consideration of the Charles Aquatics, Aquatic Management Agreement
5. Ratification of Payment Authorization 68 — 84
6. Review of District Financial Statements

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Minutes of the January 8,
2021 Board of Supervisors' Meeting

MINUTES OF MEETING

CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

Friday, January 8, 2021 at 10:00 a.m.

**14785 Old St. Augustine Road Suite 3,
Jacksonville, FL 32258**

Board Members present at roll call via speaker phone:

Kelly McCarrick	Chairperson	
James Stowers	Vice Chairperson	
Susan Calvo	Assistant Secretary	
Andy Hagan	Assistant Secretary	
Stacey Pyle	Assistant Secretary	(via phone)

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting, LLC
Wes Haber	District Counsel- Hopping Green & Sams
Mike Veazey	ICI Homes

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll

Ms. Carvalho call to order at 10:07 a.m. the meeting of the Board of Supervisors of the Cedar Pointe Community Development District and proceeded with roll call. Those in attendance are outlined above.

Public Comment Period

There were no members of the public present or via speakerphone.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of Minutes of the July 10, 2020 Board of Supervisors Meeting

Ms. Carvalho noted there was a resolution in the minutes, Resolution 2020-11, Declaring Vacancies on the Board and she also has it on the agenda today however the Board already approved it and there is no need for the Board to approve it today. The District did not have anyone who ran for those seats under the General Election which means Mr. Hagan and Mr. Stowers will remain until the Board finds a replacement of a homeowner for those two seats.

The Board reviewed the Minutes of the July 10, 2020 Board of Supervisors Meeting.

On MOTION by Ms. McCarrick, seconded by Ms. Pyle, with all those in favor, the Board approved Minutes of the July 10, 2020 Board of Supervisors Meeting.

**Ratification of Grau & Associates
Engagement Letter for FY 2020
Audit Report**

Ms. Carvalho explained that this is to reflect on the record that the District is initiation the Audit process for Fiscal Year 2020. The Chair previously signed the Engagement Letter so the Board is being asked to ratify the action.

On MOTION by Mr. Stowers, seconded by Ms. Pyle, with all those in favor, the Board ratified the Grau & Associates Engagement Letter for FY 2020 Audit Report.

**Review & Acceptance of Series
2005A Arbitrage Rebate
Calculation Report**

Ms. Carvalho reported to the Board there is no arbitrage based on the report and requested the Board to accept the arbitrage rebate report.

On MOTION by Mr. Stowers, seconded by Ms. Pyle, with all those in favor, the Board accepted the 2005A Arbitrage Rebate Calculation Report.

Discussion Regarding Material on District Website

Statutory changes went in affect which no longer require some documents to be posted on the District Website. The Audit Report is no longer required to be posted but a link to the Auditor General Website must be provided. The Public Facilities Report is no longer required to be posted, the Entire Agenda Package and all the backup material is no longer required to be posted as long as the Agenda cover page is posted.

Ms. Carvalho noted when it comes to the Agenda Package most of her clients have decided to remove any invoices tied to payment authorizations or pay applications that are tied to requisitions. Those documents are still available through Public Records Requests.

On MOTION by Ms. McCarrick, seconded by Ms. Pyle, with all those in favor, the Board approved removal of backup documents pertaining to Payment Authorizations, Requisitions, or Funding Requests as applicable to the Agenda Package.

Ratification of Payment Authorizations 2019-47 - 2019-67

The Board reviewed the Payment Authorizations 2019-47 - 2019-67.

On MOTION by Ms. Pyle, seconded by Mr. Hagan, with all those in favor, the Board ratified Payment Authorizations 2019-47 - 2019-67.

SECOND ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Mr. Haber stated in between meetings he spoke to Mr. Veazey about failure to perform on behalf of the holiday decoration company. The company was supposed to install the holiday decorations shortly after Thanksgiving and they did not

install them until a week before Christmas so Mr. Haber and Mr. Veazey considered that failure to perform. In order to have the holiday decorations installed the District was required to put down 50% deposit and the holiday decoration company since sent an invoice for the remaining portion of the Contract and Mr. Haber would like to take the position that the company keep the deposit because the decorations were up for half the time they were supposed to be but the District is not going to pay the company the remainder of the Contract because they did not get the full benefit of the decorations. Mr. Haber noted the District has the right to do that because the company did not perform. The District has in writing from the company that the decorations were going to be installed on the earlier date closer to thanksgiving. Mr. Haber wanted to let the Board know that is the action that he and Mr. Veazey are going to take.

Ms. Carvalho asked if the District needs to communicate with the company that they will not be receiving the remaining balance. Mr. Haber stated the District should communicate that to the company in writing that it is the District's position that they did not perform and the District does not intend on paying the remainder of the Contract. Mr. Haber stated it can either come from him or Ms. Carvalho. It was recommended it come from District Management. Ms. McCarrick asked that Ms. Carvalho include in the notice that District Counsel is copied. Ms. Carvalho confirmed she will include District Counsel on the notice.

District Engineer – Not Present

District Manager – Ms. Carvalho suggested a change to the meeting dates for the District. A discussion took place about meeting dates.

On MOTION by Ms. McCarrick, seconded by Ms. Pyle, with all those in favor, the Board approved changing the District to the 4th Friday of the month at 11:00 a.m. at this location on a quarterly basis for the meeting to occur on the following dates; April 23, 2021 and July 23, 2021.

THIRD ORDER OF BUSINESS

Audience Comments and Supervisors Requests

There were no Supervisor requests or audience comments.

FOURTH ORDER OF BUSINESS

Adjournment

There were no additional items to discuss. Ms. Carvalho requested a motion to adjourn.

On MOTION by Ms. Pyle, seconded by Mr. Stowers, with all those in favor, the January 8, 2021 Board of Supervisors Meeting of the Cedar Pointe Community Development District was adjourned at 10:23 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-01, Approving
a Preliminary Budget for Fiscal Year 2022 and
Setting a Public Hearing Date [Suggested Date,
July 23, 2021]

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Cedar Pointe Community Development District ("**District**") prior to June 15, 2021, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2021

HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Jacksonville and Duval County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23rd DAY OF APRIL, 2021.

ATTEST:

**CEDAR POINTE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2021/2022 Proposed Budget

EXHIBIT A
Cedar Pointe Community Development District
Proposed Fiscal Year 2022 Annual Operations & Maintenance Budget

	Actual Through 02/28/2021	Anticipated Mar - Sept.	Anticipated FY 2021 Total	FY 2021 Adopted Budget	FY 2022 Proposed Budget
Revenues					
Maintenance	\$ 60,746.12	\$ 22,678.88	\$ 83,425.00	\$ 83,425.00	\$ 83,425.00
Carry Forward Surplus	0.00	0.00	0.00	10,000.00	10,000.00
Net Revenues	\$ 60,746.12	\$ 22,678.88	\$ 83,425.00	\$ 93,425.00	\$ 93,425.00

Expenditures					
Supervisor Fees	\$ 200.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Public Official Insurance	2,828.00	0.00	2,828.00	2,962.00	3,115.00
Trustee Services	3,717.38	0.00	3,717.38	3,750.00	3,750.00
District Management	8,333.35	11,666.65	20,000.00	20,000.00	20,000.00
Dissemination	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
District Counsel	46.50	3,053.50	3,100.00	3,100.00	3,100.00
Assessment	5,000.00	0.00	5,000.00	5,000.00	5,000.00
Reamortization Schedule	0.00	250.00	250.00	250.00	250.00
Audit Fees	0.00	4,000.00	4,000.00	4,000.00	4,000.00
Arbitrage	0.00	1,000.00	1,000.00	1,000.00	1,000.00
Legal Advertising	303.01	696.99	1,000.00	1,000.00	1,000.00
Office Misc (Phone /	194.27	155.73	350.00	350.00	350.00
Contingency (Repairs /	4,880.28	4,757.72	9,638.00	9,638.00	9,285.00
Maintenance /					
Website Maintenance	800.00	1,600.00	2,400.00	2,400.00	2,400.00
Dues, Licenses & Fees	175.00	0.00	175.00	175.00	175.00
Electric	0.00	750.00	750.00	750.00	750.00
Maintenance of	0.00	1,000.00	1,000.00	1,000.00	1,000.00
General Insurance	3,675.00	175.00	3,850.00	3,850.00	4,050.00
Lake Maintenance	6,630.00	9,370.00	16,000.00	16,000.00	16,000.00
Landscape Maintenance	3,500.00	6,500.00	10,000.00	10,000.00	10,000.00
Operation & Maintenance	\$ 41,532.79	\$ 51,725.59	\$ 93,258.38	\$ 93,425.00	\$ 93,425.00

Units

381

Net Assessment	\$ 218.96	\$ 218.96
Gross Assessment	\$ 236.72	\$ 236.72

Cedar Pointe CDD
Proposed Debt Service Fund Budget
Series 2005A Special Assessment Bonds FY 2021

"Exhibit B"

	<u>Proposed FY 2022</u> <u>Budget</u>
<u>Revenues:</u>	
Special Assessments	\$511,453
Total Revenues	<u><u>\$511,453</u></u>
<u>Expenditures:</u>	
Series 2005A - Interest 11/1/21	\$107,231
Series 2005A - Interest 5/1/22	\$195,000
Series 2005A - Principal 5/1/22	\$107,231
Total Expenditures	<u><u>\$409,463</u></u>
Excess Revenues / (Expenditures)	<u><u>\$101,991</u></u>
11/1/22 Interest Series 2005A	\$101,991

Budget Item Description

Revenues:

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as “Off-Roll Assessments.”

Administrative Expenditures:

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Public Officials’ Liability (POL) Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

District Counsel

The District’s legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Calculation

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Office Miscellaneous

Other administrative expenses incurred throughout the year. Specifically, bank fees, checks, postage and printing.

Contingency

Other expenses incurred throughout the year.

Website Maintenance

Website maintenance fee.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Electric

Electricity to maintain district property.

Maintenance of Trees/Wetlands

Maintenance of trees and wetlands owned by District.

General Insurance

General liability insurance.

Lake Maintenance

Maintenance of lake owned by District.

Landscape Maintenance & Material

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of E-Verification Application for the
District

Company ID Number: 1631707

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Cedar Pointe Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Cedar Pointe Community Development District	
Name (Please Type or Print) Vivian Carvalho	Title
Signature Electronically Signed	Date 01/21/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/21/2021

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	Cedar Pointe Community Development District
	12051 CORPORATE BLVD ORLANDO, FL 32817
County or Parish	ORANGE
Employer Identification Number	202132403
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1631707

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)

Company ID Number: 1631707

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Vivian Carvalho
Phone Number	(407) 723 - 5900
Fax Number	(407) 723 - 5901
Email Address	carvalhov@pfm.com

Company ID Number: 1631707

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**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of the Charles
Aquatics, Aquatic Management Agreement



Aquatic Management Agreement

This **Agreement** dated *effective to start* _____, **2021**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cedar Pointe CDD c/o Public Financial Management

Address 12051 Corporate Blvd

City Orlando State FL Zip 32817

Phone 407-723-5900 Fax _____ E-Mail champagnea@pfm.com

Hereinafter called "**CLIENT**".

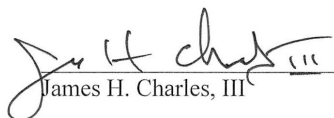
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): Five (5) ponds located at Tidewater HOA in Jacksonville, FL.

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

a) Monthly Aquatic Management Services	\$ 1,326.
b) Comprehensive Service Reports following each treatment	\$ <u>Included</u>
c) Pollution Liability Insurance	\$ <u>Included</u>
d) Grass Carp stocking (Upon Approval)	\$ <u>7.50/fish</u>
e) Permitting for Grass Carp	\$ <u>Included</u>
f) Fabrication and Installation of Aluminum Fish Barriers	\$ <u>45/sq. ft</u>

3) The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the **CLIENT** hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

-1-

(Aquatic Management Agreement continued on page 2)

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **March 31, 2021.**

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** - Trash removal consists of the physical removal of minor trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (h) above on the spaces below:			_____ _____ _____

- j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- k) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- l) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement**, **Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event that Charles Aquatics, Inc. installs aluminum fish barriers at their cost and the contract is terminated by CLIENT, the CLIENT must reimburse Charles Aquatics, Inc. for the barriers.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorization 68 — 84

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 68

10/16/2020

Item No.	Payee	Invoice Number	FY20 General Fund	FY21 General Fund
1	PFM District Management Fee: Oct 2020	DM-10-2020-0007		\$ 1,666.67
2	Yellowstone Landscape Monthly Landscape Maintenance Oct. 2020	JAX153625B		\$ 700.00
			\$ -	\$ 2,366.67

TOTAL	\$2,366.67
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Venessa Ripoll
Secretary/Assistant Secretary

Kelly McCaricle
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 69

11/5/2020

Item No.	Payee	Invoice Number	FY20 General Fund	FY21 General Fund
1	Charles Aquatics, Inc. Lake Maintenance Nov 2020	40056		\$ 1,326.00
2	FL Dept. Economic Opportunity Special Districts Fee FY2021	83073		\$ 175.00
			\$ -	\$ 1,501.00

TOTAL

\$1,501.00

Venessa Ripoll

Secretary/Assistant Secretary

Kelly McConville

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 70

11/13/2020

Item No.	Payee	Invoice Number	FY20 General Fund	FY21 General Fund
1	Lucas Tree Service Inc Trim Trees	5239		\$ 3,000.00
2	US Bank Trustee Fees Series 2005A	5914611		\$ 3,717.38
3	Yellowstone Landscape Monthly Landscape Maintenance Nov 2020	JAX162794B		\$ 700.00
			\$ -	\$ 7,417.38

<u>Venessa Ripoll</u>	<u>Kelly McCarrie</u>
Secretary/Assistant Secretary	Chairperson

TOTAL	\$7,417.38
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**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 71

11/23/2020

Item No.	Payee	Invoice Number	FY20 General Fund	FY21 General Fund
1	PFM District Management Fee: Nov. 2020 Postage/FedEx: Oct. 2020	DM-11-2020-0002 OE-EXP-11-08		\$ 1,666.67 \$ 7.84
2	VGlobalTech Monthly Website Fee: November	2115		\$ 100.00
			\$ -	\$ 1,774.51

<u>Venessa Ripoll</u>	<u>Kelly McCarrie</u>
Secretary/Assistant Secretary	Chairperson

TOTAL	\$1,774.51
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**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 72

12/3/2020

Item No.	Payee	Invoice Number	FY20 General Fund	FY21 General Fund
1	Charles Aquatics, Inc. Lake Maintenance Dec 2020	40286		\$ 1,326.00
2	VGlobalTech Monthly Website Fee: Dec. 2020	2193		\$ 100.00
			\$ -	\$ 1,426.00

TOTAL

\$1,426.00

Venessa Ripoll

Secretary/Assistant Secretary

Kelly McConie

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 73

12/11/2020

Item No.	Payee	Invoice Number	FY21 General Fund
1	Yellowstone Landscape Monthly Landscape Maintenance Dec 2020	JAX172157B	\$ 700.00
			\$ 700.00

TOTAL	\$700.00
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Venessa Ripoll

Secretary/Assistant Secretary

Kelly McCune
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 74

12/17/2020

Item No.	Payee	Invoice Number	FY21 General Fund
1	PFM District Management Fee: Dec. 2020	DM-12-2020-0009	\$ 1,666.67
			\$ 1,666.67

TOTAL

\$1,666.67

Venessa Ripoll
Secretary/Assistant Secretary

Kelly McCarrie
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 75

12/30/2020

Item No.	Payee	Invoice Number	FY21 General Fund
1	PFM Postage/FedEx: Nov. 2020	OE-EXP-12-09	\$ 4.00
			\$ 4.00

TOTAL

\$4.00

Venessa Ripoll

Secretary/Assistant Secretary

Kelly McCarrie
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 76

1/11/2020

Item No.	Payee	Invoice Number	FY21 General Fund
1	Charles Aquatics, Inc. Lake Maintenance Jan 2021	40531	\$ 1,326.00
2	Jacksonville Daily Record Legal Advertising 12/31/20	20-07769D	\$ 167.38
3	PFM Quarterly Dissemination 10/1/20-12/31/20	113149	\$ 1,250.00
4	Supervisor Fees: Meeting 01/08/21 Stacy Pyle	--	\$ 200.00
			<hr/> \$ 2,943.38

TOTAL

\$2,943.38

Venessa Ripoll

Secretary/Assistant Secretary

Kelley McCarroll

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 77

1/15/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	Hopping Green & Sams General Counsel thru 11/30/2020	119551	\$ 25.00
2	VGlobalTech Quarterly Website Audit: October-December Monthly Website Fee: Jan. 2021	2265 2317	\$ 300.00 \$ 100.00
3	Yellowstone Landscape Landscape Maintenance: Jan. 2021	JAX179263B	\$ 700.00

TOTAL	\$1,125.00
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Venessa Ripoll

Secretary/Assistant Secretary

Kelly McConville
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 78

1/27/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	Jacksonville Daily Record Legal Advertising on 01/22/21	21-00453D	\$ 66.13
2	PFM District Management Fee: Jan. 2021 Postage/FedEx: Dec. 2020	DM-01-2021-0009 OE-EXP-01-08	\$ 1,666.67 \$ 13.30
TOTAL			\$1,746.10

Venessa Ripoll

Secretary/Assistant Secretary

Kelly McCarrie
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 79

2/4/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	Charles Aquatics, Inc. Lake Maintenance: February 2021	40774	\$ 1,326.00
TOTAL			\$1,326.00
<i>Vivian Carvalho</i> Secretary/Assistant Secretary		<i>Kelly McConnel</i> Chairperson	

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 80

2/11/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	PFM Postage/FedEx: January 2021	OE-EXP-02-09	\$ 44.13
2	VGlobalTech Monthly Website Fee: February 2021	2393	\$ 100.00
3	Yellowstone Landscape Landscape Maintenance: February 2021	JAX 190176	\$ 700.00
TOTAL			\$844.13

Venessa Ripoll
Secretary/Assistant Secretary

Kelly McCamele
Chairperson

RECEIVED FEB 19 2021

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 81

2/18/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	Hopping Green & Sams General Counsel thru 12/31/2020	120204	\$ 21.50
2	PFM District Management Fee: February 2021	DM-02-2021-0009	\$ 1,666.67
TOTAL			\$1,688.17

Venessa Ripoll
Secretary/Assistant Secretary

Kelly McConnel
Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 82

3/4/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	Charles Aquatics, Inc. Lake Maintenance: March 2021	40984	\$ 1,326.00

TOTAL

\$1,326.00

Vanessa Ripoll

Secretary/Assistant Secretary

Kelley McCannell

Chairperson

RECEIVED MAR 15 2021

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 83

3/11/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	PFM District Management Fee: March 2021	DM-03-2021-0009	\$ 1,666.67
2	VGlobaITech Monthly Website Fee: March 2021	2475	\$ 100.00

TOTAL	\$1,766.67
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Venessa Ripoll

Secretary/Assistant Secretary

Kelly McCannell

Chairperson

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization 84

3/18/2021

Item No.	Payee	Invoice Number	FY21 General Fund
1	PFM		
	Dissemination Fee: 01/01/21-03/31/21	114191	\$ 1,250.00
	Postage/FedEx: February 2021	OE-EXP-03-08	\$ 27.03
2	Yellowstone Landscape		
	Front Entrance Enhancement	JAX 166597	\$ 4,850.84
	Landscape Maintenance: March 2021	JAX 197102 B	\$ 700.00
TOTAL			\$6,827.87

Venessa Ripoll

Secretary/Assistant Secretary

Kelly White

Chairperson

RECEIVED APR 6 2 2021

**CEDAR POINTE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Cedar Pointe Community Development Distr

Statement of Financial Position

As of 2/28/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account - CNB	\$57,171.85				\$57,171.85
State Board of Administration	8,398.83				8,398.83
Assessments Receivable	22,678.76				22,678.76
Assessments Receivable		\$211,004.40			211,004.40
Due From Other Funds		1,101.57			1,101.57
Debt Service Reserve 2005A		281,416.50			281,416.50
Revenue 2005A		258,559.14			258,559.14
Interest 2005A		0.05			0.05
Prepayment 2005A		2,011.98			2,011.98
Acquisition/Construction 2005A			\$2,334.41		2,334.41
Deferred Cost 2005A			81,767.83		81,767.83
Total Current Assets	<u>\$88,249.44</u>	<u>\$754,093.64</u>	<u>\$84,102.24</u>	<u>\$0.00</u>	<u>\$926,445.32</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$541,987.67	\$541,987.67
Amount To Be Provided				3,633,012.33	3,633,012.33
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,175,000.00</u>	<u>\$4,175,000.00</u>
Total Assets	<u><u>\$88,249.44</u></u>	<u><u>\$754,093.64</u></u>	<u><u>\$84,102.24</u></u>	<u><u>\$4,175,000.00</u></u>	<u><u>\$5,101,445.32</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$2,789.74				\$2,789.74
Deferred Revenue	22,678.76				22,678.76
Deferred Revenue		\$211,004.40			211,004.40
Total Current Liabilities	<u>\$25,468.50</u>	<u>\$211,004.40</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$236,472.90</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable LongTerm				\$4,175,000.00	\$4,175,000.00
Total		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,175,000.00</u>	<u>\$4,175,000.00</u>
Total Liabilities	<u><u>\$25,468.50</u></u>	<u><u>\$211,004.40</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,175,000.00</u></u>	<u><u>\$4,411,472.90</u></u>

Cedar Pointe Community Development Distr

Statement of Financial Position

As of 2/28/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$254,295.36				\$254,295.36
Net Assets - General Government	(210,739.39)				(210,739.39)
Current Year Net Assets - General Government	19,224.97				19,224.97
Net Assets, Unrestricted		\$461,861.25			461,861.25
Current Year Net Assets, Unrestricted		81,227.99			81,227.99
Net Assets, Unrestricted			\$84,039.28		84,039.28
Current Year Net Assets, Unrestricted			62.96		62.96
Total Net Assets	<u>\$62,780.94</u>	<u>\$543,089.24</u>	<u>\$84,102.24</u>	<u>\$0.00</u>	<u>\$689,972.42</u>
Total Liabilities and Net Assets	<u>\$88,249.44</u>	<u>\$754,093.64</u>	<u>\$84,102.24</u>	<u>\$4,175,000.00</u>	<u>\$5,101,445.32</u>

Cedar Pointe Community Development Distr
Statement of Activities
As of 2/28/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<u>Revenues</u>					
On-Roll Assessments	\$39,397.52				\$39,397.52
Off-Roll Assessments	21,348.60				21,348.60
On-Roll Assessments		\$193,429.60			193,429.60
Inter-Fund Group Transfers In		(5.88)			(5.88)
Inter-Fund Transfers In			\$5.88		5.88
Total Revenues	<u>\$60,746.12</u>	<u>\$193,423.72</u>	<u>\$5.88</u>	<u>\$0.00</u>	<u>\$254,175.72</u>
<u>Expenses</u>					
Supervisor Fees	\$200.00				\$200.00
Public Official Insurance	2,828.00				2,828.00
Trustee Services	3,717.38				3,717.38
District Management	8,333.35				8,333.35
Dissemination Agent	1,250.00				1,250.00
District Counsel	46.50				46.50
Assessment Administration	5,000.00				5,000.00
Legal Advertising	303.01				303.01
Contingency	4,880.28				4,880.28
Web Site Maintenance	800.00				800.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	3,675.00				3,675.00
Lake Maintenance	6,630.00				6,630.00
Landscaping Maintenance & Material	3,500.00				3,500.00
Miscellaneous	194.27				69.27
Interest Payments		\$112,203.13			112,203.13
Total Expenses	<u>\$41,532.79</u>	<u>\$112,203.13</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$153,735.92</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$11.64				\$11.64
Interest Income		\$7.40			7.40
Interest Income			\$57.08		57.08
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$11.64</u>	<u>\$7.40</u>	<u>\$57.08</u>	<u>\$0.00</u>	<u>\$76.12</u>
Change In Net Assets	\$19,224.97	\$81,227.99	\$62.96	\$0.00	\$100,515.92
Net Assets At Beginning Of Year	<u>\$43,555.97</u>	<u>\$461,861.25</u>	<u>\$84,039.28</u>	<u>\$0.00</u>	<u>\$589,456.50</u>
Net Assets At End Of Year	<u><u>\$62,780.94</u></u>	<u><u>\$543,089.24</u></u>	<u><u>\$84,102.24</u></u>	<u><u>\$0.00</u></u>	<u><u>\$689,972.42</u></u>

Cedar Pointe Community Development District
 Budget to Actual
 For the Month Ending 2/28/2021

	Actual	Year To Date Budget	Variance	Adopted FY 2021 Budget
<u>Revenues</u>				
Assessments	\$ 60,746.12	\$ 34,760.42	\$ 25,985.70	\$ 83,425.00
Carry Forward Revenue	-	4,166.67	(4,166.67)	10,000.00
Net Revenues	\$ 60,746.12	\$ 38,927.08	\$ 21,819.04	\$ 93,425.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 200.00	\$ 1,333.33	\$ (1,133.33)	\$ 3,200.00
District Counsel	46.50	1,291.67	(1,245.17)	3,100.00
Audit Fees	-	1,666.67	(1,666.67)	4,000.00
Arbitrage	-	416.67	(416.67)	1,000.00
Assessment Administration	5,000.00	2,083.33	2,916.67	5,000.00
Dissemination	1,250.00	2,083.33	(833.33)	5,000.00
Trustee	3,717.38	1,562.50	2,154.88	3,750.00
District Management Fees	8,333.35	8,333.33	0.02	20,000.00
Reamortization Schedule	-	104.17	(104.17)	250.00
General Insurance	3,675.00	1,604.17	2,070.83	3,850.00
Public Official Insurance	2,828.00	1,234.17	1,593.83	2,962.00
Legal Advertising	303.01	416.67	(113.66)	1,000.00
Website Maintenance	800.00	1,000.00	(200.00)	2,400.00
Dues, Licenses & Fees	175.00	72.92	102.08	175.00
Landscape Maintenance	3,500.00	4,166.67	(666.67)	10,000.00
Lake Maintenance	6,630.00	6,666.67	(36.67)	16,000.00
Maintenance of Trees/Wetlands	-	416.67	(416.67)	1,000.00
Electric	-	312.50	(312.50)	750.00
Office Misc (Phone / Postage / Travel)	194.27	145.83	48.44	350.00
Contingency (Repairs / Maintenance / Improvements / Misc)	4,880.28	4,015.83	864.45	9,638.00
Total General & Administrative Expenses	\$ 41,532.79	\$ 38,927.08	\$ 2,605.71	\$ 93,425.00
Total Expenses	\$ 41,532.79	\$ 38,927.08	\$ 2,605.71	\$ 93,425.00
Income (Loss) from Operations	\$ 19,213.33	\$ -	\$ 19,213.33	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 11.64	\$ -	11.64	\$ -
Total Other Income (Expense)	\$ 11.64	\$ -	\$ 11.64	\$ -
Net Income (Loss)	\$ 19,224.97	\$ -	\$ 19,224.97	\$ -